

EXHIBIT A

E-FILED
THURSTON COUNTY, WA
SUPERIOR COURT
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Linda Myhre Enlow
Thurston County Clerk

**IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF THURSTON**

ISELA M. MALDONADO, individually and on) behalf of all others similarly situated,) Plaintiffs,) vs) COLUMBIA VALLEY EMERGENCY) PHYSICIANS, LLC; EMCARE, INC.,) EMCARE HOLDINGS, INC., ENVISION) HEALTHCARE HOLDINGS, INC., AND) ENVISION HEALTHCARE CORPORATION) Defendants.)	No. <u>20-2-01372-34</u> ORIGINAL COMPLAINT
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ORIGINAL COMPLAINT

Plaintiff Isela M. Maldonado ("Plaintiff"), individually, and on behalf of all others similarly situated, the Class, files this Original Complaint against Defendants Columbia Valley Emergency Physicians, LLC, EmCare, Inc., EmCare Holdings, Inc., Envision Healthcare

1 Holdings, Inc., and Envision Healthcare Corporation (collectively “Defendants”), and hereby
2 alleges as follows:

3 **I**

4 **OVERVIEW**

5 1.1 Health care in the United States has a self-inflicted bad reputation. The cost of care
6 is the worst among all 1st world countries. Cost is out of control. Profiteers rule, not the doctors
7 or those who toil at the bedside of the sick and dying. They too are victims alongside the patients
8 they treat. Giant corporations rule. They are held at bay only by other giant corporations. The
9 marketplace is normalized by negotiations between the giants. But the atrocity occurs when the
10 giants want more. They are not satisfied charging usual and customary costs. They want many,
11 many times more. How do they get more? They gouge. They can’t gouge when other giants sit
12 at the negotiation table. They can’t gouge Medicare, Medicaid, or major private insurers. Instead,
13 they gouge you and me. They collect the usual and customary costs from their giant equals, then
14 gouge the patient with the balance.

15 1.2 Bills from such profiteers have a real effect on real people – the patients. These
16 real people are mothers, fathers, and children. The patient doesn’t see an unreasonable bill coming,
17 cannot prevent it and is surprised to learn about it. All of a sudden, when the medical event passes,
18 and they thought they were covered, BAM! The next event is sometimes as life changing as the
19 medical event. They are gouged. They are billed hundreds of percentage points higher than the
20 usual and customary costs—by the profiteers. This lawsuit is against such profiteers.

21 1.3 The most conservative estimates, including those from the Center for Disease
22 Control, Harvard University, and U.S. Bankruptcy Courts, tell the story:

- 23 • 56 million Americans under age 65 will have trouble paying medical bills;
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- 1 • Over 35 million American adults (ages 19-64) will be contacted by collections agencies for unpaid medical bills;
- 2 • Nearly 17 million American adults (ages 19-64) will receive a lower credit rating on
- 3 account of their high medical bills;
- 4 • Over 15 million American adults (ages 19-64) will use up all their savings to pay
- 5 medical bills;
- 6 • Over 11 million American adults (ages 19-64) will take on credit card debt to pay off
- 7 their hospital bills;
- 8 • Nearly 10 million American adults (ages 19-64) will be unable to pay for basic
- 9 necessities like rent, food, and heat due to their medical bills;
- 10 • Over 16 million children live in households struggling with medical bills;
- 11 • Despite having year-round insurance coverage, 10 million insured Americans (ages 19-
- 12 64) will face bills they are unable to pay;
- 13 • 1.7 million Americans live in households that will declare bankruptcy due to their
- 14 inability to pay their medical bills;
- Three in five bankruptcies annually (approximately 643,000 bankruptcies) are due to
- medical bills. The vast majority of these bankruptcies occur despite health insurance,
- and with the Affordable Care Act in serious jeopardy if not already overturned, these
- numbers will not likely change.

15 1.4 Undebatable in the analysis of high medical bills is this: it is always wrong to
16 overcharge for services. This is particularly so when such services are medical services provided
17 at the most vulnerable times of our lives – when we are ill or in need of emergent care. That is
18 when we expect medical care that is not only good, but also expect medical care that is billed at
19 usual and customary rates – reasonable rates. Just because a patient has surprise (unexpected)
20 doctors or other healthcare professionals caring for them does not mean that billing such a patient
21 for excessive amounts is somehow justified. The exact opposite is true: usual and customary
22 billing practices are expected regardless of the circumstances that initiate care of a patient, and
23 regardless of who cares for the patient. To bill a patient otherwise is simply gouging.

1 2.2 Plaintiff Isela M. Maldonado, individually, and as class representative, is a resident
2 of the state of Washington. Plaintiff was subjected to wrongful excessive and unreasonable
3 medical billing – gouging – by Defendants at all times material to this Complaint.

4 2.3 Defendant Columbia Valley Emergency Physicians, LLC is a Washington Limited
5 Liability Company with its principal place of business located at 7700 W Sunrise, Blvd, Plantation,
6 Florida, 33322-4113. Defendant Columbia Valley Emergency Physicians, LLC can be served with
7 process through its registered agent, Corporation Service Company, 300 Deschutes Way SW, STE
8 208 MC-CSC1, Tumwater, Washington, 98501.

9 2.4 Defendant Columbia Valley Emergency Physicians, LLC supplies medical services
10 and providers, including emergency department physicians, to Washington hospitals and
11 healthcare entities.

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13 2.5 Defendant Columbia Valley Emergency Physicians, LLC is an affiliate, subsidiary,
14 or is otherwise related to, subservient to, or controlled by Defendants EmCare, Inc., EmCare
15 Holdings, Inc., Envision Healthcare Holdings, Inc. and Envision Healthcare Corporation.

16 2.6 Defendant Columbia Valley Emergency Physicians, LLC assigns and/or otherwise
17 transfers billing and revenue rights for medical services provided by Columbia Valley Emergency
18 Physicians, LLC to Defendants EmCare, Inc., EmCare Holdings, Inc., Envision Healthcare
19 Holdings, Inc. and Envision Healthcare Corporation who then bill and/or receive all or portions of
20 such revenue streams.

21 2.7 Defendant EmCare, Inc. (hereinafter “EmCare”) is a Foreign For-Profit
22 Corporation with its principal place of business located at 7700 W Sunrise, Blvd, Plantation,
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1 Florida, 33322-4113. EmCare can be served with process through its registered agent, Corporation
2 Service Company, 300 Deschutes Way SW, STE 208 MC-CSC1, Tumwater, Washington, 98501.

3 2.8 EmCare does business in Washington as well as 38 other states. EmCare provides,
4 among other things, outsourced facility-based physician and healthcare personnel staffing services
5 in multiple areas of medicine including emergency medicine, hospital medicine (e.g.
6 “hospitalists”), acute care surgery, anesthesiology, and radiology/teleradiology. EmCare provides
7 these services via wholly subservient and controlled regional and local business entities, like
8 Columbia Valley Emergency Physicians, LLC – shell entities.

9 2.9 Defendant EmCare Holdings, Inc., (hereafter “ECHI”) is a foreign corporation.
10 Upon information and belief, ECHI is the parent and alter ego of Defendant EmCare. ECHI
11 provides outsourced facility-based physician services. It offers services in the areas of emergency
12 medicine, hospital medicine, acute care surgery, anesthesiology, and radiology/teleradiology. The
13 company also provides physician services, including practice leadership, physician/clinician
14 recruiting and retention, clinician credentialing, clinician scheduling, clinical education programs,
15 and billing and reimbursement services, as well as consultation on a myriad of topics addressing
16 clinical, administrative, management, performance improvement, and patient experience issues. It
17 serves hospitals, health systems, rural hospitals, ambulatory care centers, physicians, and other
18 healthcare clients in Washington and many other states.

19 2.10 Defendant Envision Healthcare Holdings, Inc. (hereafter “EHHI”) is a foreign
20 corporation. EHHI can be served with process through its registered agent Corporation Service
21 Company 1900 W. Littleton Boulevard, Littleton, CO, 80120.

22 2.11 Upon information and belief, EHHI is the parent company of and alter ego of
23 Defendants EmCare and ECHI. EHHI provides physician-led outsourced medical services to
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1 consumers, hospitals, healthcare systems, health plans, and government entities in the United
2 States. It offers a range of hospital-based physician staffing and related management services,
3 including contract management, staffing, recruiting, scheduling, operational improvement
4 assessment, practice support, and practice improvement services for emergency departments,
5 anesthesiology, hospitalist/inpatient care, radiology, tele-radiology, and surgery programs; and
6 physician-led care management solutions to patients outside the hospital. The company also
7 provides community based medical transportation services, such as emergency response services;
8 non-emergency medical transportation services, such as critical care transfers, and wheelchair and
9 other inter-facility transport services; and other services comprising managed transportation,
10 dispatch, event medical, paramedic training, fixed-wing air ambulance, and onsite and offshore
11 emergency medical services. It markets its services primarily under the EmCare and AMR brands.

12 2.12 Defendant Envision Healthcare Corporation (also known as Envision Healthcare,
13 Inc. and at times hereafter referred to as “EHC”) is a foreign corporation. EHC can be served with
14 process through its registered agent Corporation Service Company 1900 W. Littleton Boulevard,
15 Littleton, CO, 80120.

16 2.13 Upon information and belief, EHC is the parent company of and alter ego of
17 Defendants EmCare, ECHI, and EHHL. EHC provides physician-led outsourced medical services
18 to consumers, hospitals, healthcare systems, health plans, and government entities in the United
19 States. It offers a range of hospital-based physician staffing and related management services,
20 including contract management, staffing, recruiting, scheduling, operational improvement
21 assessment, practice support, and practice improvement services for emergency departments,
22 anesthesiology, hospitalist/inpatient care, radiology, tele-radiology, and surgery programs; and
23 physician-led care management solutions to patients outside the hospital. The company also
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1 provides community based medical transportation services, such as emergency response services;
2 non-emergency medical transportation services, such as critical care transfers, and wheelchair and
3 other inter-facility transport services; and other services comprising managed transportation,
4 dispatch, event medical, paramedic training, fixed-wing air ambulance, and onsite and offshore
5 emergency medical services. It markets its services primarily under the EmCare and AMR brands.

6 2.14 Upon information and belief, Defendants Envision Healthcare Corporation and
7 Envision Healthcare Holdings, Inc., through several wholly-owned intermediate subsidiaries, own
8 all of the stock of EmCare Holdings, Inc., and in turn EmCare Holdings, Inc. owns all of the stock
9 in EmCare, Inc., and in turn EmCare, Inc. owns all of the stock of a myriad of local and regional
10 downstream companies that continue to the local-hospital level.

11 2.15 Upon information and belief, Envision Healthcare Corporation and Envision
12 Healthcare Holdings, Inc., and their subordinate companies, ECHI, and EmCare have a
13 commonality of officers and directors, and are thus alter egos of one another.

14 2.16 Moreover, EmCare, ECHI, EHHI, and EHC not only share officers and directors,
15 but they also share office space.

16 2.17 EmCare, ECHI, EHC, and EHHI are engaged in the same business as described in
17 the paragraphs above. For example, EmCare is engaged in the same business as its parents ECHI
18 and EHHI, and ECHI is engaged in the same business as EHHI and EHC.

19 2.18 EmCare, ECHI, EHC, and EHHI have not observed the corporate formalities
20 required for keeping themselves separate insofar as their actions, inactions, and liability is
21 concerned – in fact, the distinctions between these Defendants was and remains blurred to the
22 extent that it is clear that EmCare is merely an instrument of its corporate parents, ECHI, EHC,
23 and EHHI, and that all four entities are merely one common instrument of business.

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III

JURISDICTION & VENUE

3.1 Plaintiff and the Class adopt and re-allege all paragraphs set forth hereinabove as if fully set out herein.

3.2 Personal jurisdiction over Defendants in this matter arises because they have purposefully availed themselves of this forum through their business activities in Washington.

3.3 This Court has jurisdiction over the parties and claims in this case and this Court is a proper venue for this case because Defendant Columbia Valley Emergency Physicians, LLC can be served through its statutory registered agent in Tumwater, Washington and EmCare, Inc. can also be served through the same statutory registered agent in Tumwater, Washington.

3.4 Since Defendants Columbia Valley Emergency Physicians, LLC and EmCare, Inc. both maintain statutory registered agents capable of receiving service of process in Thurston County, Washington, Thurston County is deemed their residence in the state of Washington pursuant to RCW 4.12.025. Plaintiff is also a resident of the state of Washington. Accordingly, there is incomplete diversity of Defendants from Plaintiff, and thus this Court and not Federal Court has proper jurisdiction over this matter.

3.5 This Court is a proper venue pursuant to RCW 4.12.025 because Defendants Columbia Valley Emergency Physicians, LLC and EmCare, Inc. both maintain the same statutory registered agent in Thurston County, Washington who is capable of receiving service of process on behalf of both Defendants.

IV

SUMMARY OF CASE

1 4.1 Plaintiff and the Class adopt and re-allege all paragraphs set forth hereinabove as if
2 fully set out herein.

3 4.2 This class action concerns a systematic and planned scheme by Defendants to take
4 advantage of those in need of medical care, those who are most vulnerable. Together, Defendants
5 structured their business enterprises and formed “outsource provider” relationships with hospitals
6 and other medical facilities in order to gouge those in need by foisting unreasonable and excessive
7 fees on such patients. As Defendants’ scheme often involved and involves healthcare providers
8 that medical patients cannot pick and choose prospectively, and often involved and involves
9 healthcare providers in emergency (critical life and death) situations, such medical patients had no
10 choice in who cared for them. And because not only do such patients lack the bargaining power
11 of health insurance companies, big businesses, and the government, but also such ill and critically
12 ill patients are in no position whatsoever to bargain even if they could, Defendants took advantage
13 of this “no choice” situation.

14 4.3 Bills for services, particularly surprise bills, are always wrong when such bills are
15 gouging – unreasonable and excessive – and therefore not usual and customary.

16 4.4 This is a consumer class action lawsuit involving such gouging of medical costs. It
17 is brought by Plaintiff, individually and on behalf of other similarly situated persons (i.e. class
18 members), who were billed for, and/or paid monies based upon, objectively unreasonable and
19 excessive rates above the usual and customary fees for similar medical services.

20 4.5 Plaintiff and Class members were billed excessive fees after the fact, in a surprise
21 fashion, by Defendants. In other words, Plaintiff and Class members were presented with bills for
22 excessive fees through no fault of their own.

1 7.4 Because Defendants' actions are ongoing, there is no closing date for this proposed
2 Class.

3 7.5 Excluded from the Class is (1) any judge presiding over this action and family
4 members of such a judge; (2) Defendants, Defendants' subsidiaries, parents, successors,
5 predecessors, and any entity in which Defendant or its parents have a controlling interest, and the
6 current or former employees, officers, and directors of same; (3) persons who properly execute
7 and file a timely request for exclusion from the Class; and (4) the legal representatives, successors,
8 or assigns of any such excluded persons, as well as any individual who contributed to the
9 presentation to Plaintiff or the Class of the fees billed by Defendants.

10 7.6 **Numerosity:** Members of the Class are so numerous that their individual joinder
11 herein is impracticable. Although the exact number of Class members and their addresses are
12 unknown to Plaintiff, they and the amount of their damages are readily ascertainable on a
13 ministerial basis from Defendants' records. Upon information and belief, including publications
14 from Defendants, there are at least 15 million patient encounters with Defendants annually, and
15 thus the total Class numbers are well in the millions. Class members may be notified of the
16 pendency of this action by mail and/or electronic mail, and supplemented (if deemed necessary or
17 appropriate by the Court) by published notice.

18 7.7 **Typicality:** Plaintiff's claims are typical of the Class because Plaintiff and the Class
19 sustained the same type of injury as a result of Defendants' uniform wrongful conduct of
20 unreasonable and excessive billing during transactions with Plaintiff and the Class. There is
21 nothing extraordinary or unusual about Plaintiff being excessively billed – unreasonable and
22 excessive billing is the common nucleus – the modus operandi – of Defendants for all who receive
23 or are alleged to receive medical services by Defendants. The defenses to such a modus operandi
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1 are also the same as to every member of the Class: Defendants can only defend by showing that
2 such bills were indeed reasonable.

3 7.8 **Adequacy:** Plaintiff is an adequate representative of the Class because her interests
4 are the same as – they do no conflict with – the interests of the members of the Class she seeks to
5 represent. Plaintiff represents the very kind of person that is abused and injured by Defendants’
6 unreasonable billing scheme. Plaintiff has retained counsel competent and experienced in class
7 action litigation, and Plaintiff intends to prosecute this case vigorously. The interests of members
8 of the Class will be treated fairly and will be adequately protected by Plaintiff and her counsel.

9 7.9 **Predominance, Superiority and Manageability:** This class action is appropriate
10 for certification because class proceedings are superior to all other available methods for the fair
11 and efficient adjudication of this controversy, and joinder of all members of the Class is
12 impracticable. The damages suffered by the individual members of the Class will likely be small
13 relative to the burden and expense of individual prosecution of the complex litigation necessitated
14 by Defendants’ wrongful conduct and Defendants’ complicated business scheme created as part
15 of that wrongful conduct. Thus, it would be virtually impossible for the individual members of
16 the Class to obtain effective relief from Defendants’ misconduct. Even if members of the Class
17 could sustain such individual litigation, it would not be preferable to a class action because
18 individual litigation would increase the delay and expense to all parties due to the complex legal
19 and factual controversies presented in this Complaint. By contrast, a class action presents far fewer
20 management difficulties and provides the benefits of a single adjudication, economy of scale, and
21 comprehensive supervision by a single court. Economies of time, effort, and expense will be
22 fostered, and uniformity of decisions will be ensured.

1 7.10 **Commonality:** Common questions of law and fact exist as to Plaintiff and all
 2 members of the Class and predominate over any questions affecting only individual Class
 3 members, and include, but are not limited to:

- 4 a. Whether Defendants actually provided the medical services that were
 5 billed;
- 6 b. Whether the billed amounts exceeded the usual and customary cost of
 7 similar services;
- 8 c. Whether the billed amounts exceeded the maximum amount paid by
 9 major health insurance carriers for the same or similar medical services
 10 at in network rates;
- 11 d. Whether Defendants billed for medical services at unreasonable and
 12 excessive rates;
- 13 e. Whether Defendants created and/or participated in a complicated alter-
 14 ego business structure to bill for medical services at unreasonable and
 15 excessive rates;
- 16 f. Whether Defendants were intentional in billing for medical services at
 17 unreasonable and excessive rates;
- 18 g. Whether Defendants took reasonable steps and measures to ensure that
 19 bills for medical services were not unreasonable and/or excessive;
- 20 h. Whether Defendants notified Plaintiff and Class members that the billed
 21 rates for medical services were unreasonable and/or excessive; and
- 22 i. Whether and to what extent Plaintiff and the Class have sustained
 23 damages.

24 7.11 Plaintiff reserves the right to revise Class definitions and questions based upon facts
 learned in discovery.

VIII

CAUSES OF ACTION

A. **Count 1 – Negligence.**

1 8.1 Plaintiff and the Class adopt and re-allege all paragraphs set forth hereinabove as if
2 fully set out herein.

3 8.2 Defendants had a duty to provide the actual medical services that were billed.

4 8.3 Defendants also had a duty to exercise reasonable care in order to bill Plaintiff and
5 the Class only for reasonable, usual and customary fees for medical services actually provided.
6 Defendants' duty arose from the alleged medical care rendered to Plaintiff and the Class.

7 8.4 Defendants also had a duty to have procedures in place to ascertain reasonable,
8 usual and customary fees for medical services.

9 8.5 The resulting injury to Plaintiff and the Class as a result of Defendants' billing
10 unreasonable, excessive and gouging fees was reasonably foreseeable, particularly in light of
11 Defendants' intentional actions to create a complicated business entity structure to undertake such
12 unreasonable and excessive billing practices.

13 8.6 Defendants, through their actions and/or omissions, unlawfully breached their
14 duties to Plaintiff by failing to exercise reasonable care in billing Plaintiff and the Class reasonable
15 and customary amounts for medical services.

16 8.7 But for Defendants' breach of their duties, Plaintiff and the Class would not be
17 injured by receiving unreasonable and excessive bills for medical services.

18 8.8 Defendants failure to exercise reasonable care, and thus breach of their duties, was
19 the proximate cause of the monetary and other injuries sustained by Plaintiff and the Class.

20 8.9 Defendants intended, knew, were substantially aware, should have known, acted in
21 callous and reckless disregard, and/or were consciously indifferent to the obvious yet extreme
22 harm that Plaintiff and the Class would suffer if Defendants billed for excessive and unreasonable
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1 fees for medical services. As a result, Plaintiff and the Class have been further harmed and/or
2 injured.

3 **B. Count 2 – Breach of Implied Contract.**

4 8.10 Plaintiff and the Class adopt and re-allege all paragraphs set forth hereinabove as if
5 fully set out herein.

6 8.11 Plaintiff and the Class sought medical services in general; Plaintiff specifically did
7 not choose her medical provider by name and specifically did not choose any Defendants.

8 8.12 Defendants provided medical services to Plaintiff and the Class.

9 8.13 Defendants did not obtain a written contract to perform such services.

10 8.14 Defendants did not obtain an oral contract to perform such services.

11 8.15 The actions and conduct of Plaintiff, the Class and Defendants created an implied
12 contract.

13 8.16 Plaintiff and the Class, and Defendants, had a mutual understanding that medical
14 services would be provided for a usual and customary fee.

15 8.17 No actual fee (“price”) was discussed with Plaintiff and the Class, no documents
16 discussing actual fees were proffered to Plaintiff and the Class, and no reference was made to
17 Plaintiff and the Class regarding obtaining a fee schedule (or “prices”) prior to or during
18 Defendants’ provision of medical services.

19 8.18 Fundamental contract law requires insertion of a usual and customary fee or “price”
20 for such medical services as there was no actual fee or “price” schedule or reference in the implied
21 contract.

22 8.19 Plaintiff and the Class were justified in understanding that a reasonable and
23 customary fee would be charged by Defendants.
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1 8.20 Defendants' fees far exceeded the usual and customary fees charged for the same
2 or similar medical services and were thus unreasonable.

3 8.21 Defendants claimed exorbitant and unreasonable fees were owed for services
4 rendered to Plaintiff and the Class.

5 8.22 Defendants' exorbitant and unreasonable fees and resulting claim(s) based on such
6 fees were a breach of implied contract which damaged Plaintiff and the Class either by unjust
7 monies paid to Defendants, damage to Plaintiff's and the Class' credit rating and financial
8 balance/net worth (Defendants' claim(s) were financial liabilities regardless of whether or not
9 Plaintiff and the Class paid), or both.

10 8.23 Defendants' exorbitant and unreasonable fees and resulting claim(s) based on such
11 fees claim(s) breached the implied covenant of good faith and fair dealing which damaged Plaintiff
12 and the Class either by unjust monies paid to Defendants, damage to Plaintiff's and the Class'
13 credit rating and financial balance/net worth (Defendants' claim(s) were financial liabilities
14 regardless of whether or not Plaintiff and the Class paid), or both.

15 **C. Count 3 – Common Law Procedural Unconscionability.**

16 8.24 Plaintiff and the Class adopt and re-allege all paragraphs set forth hereinabove as if
17 fully set out herein.

18 8.25 Defendants' business practices described above are procedurally unconscionable.
19 Defendants conduct their business by way of contracts of adhesion and engage in business
20 practices intentionally designed to price gouge by billing Plaintiff and the Class unreasonable and
21 excessive fees for medical services.

22 **D. Count 4 – Common Law Substantive Unconscionability.**

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1 b. Find that Defendants are liable under all legal claims asserted herein
2 for their negligent and negligence-related but intentional/willful/wanton behavior
3 (Count 1) in billing for unreasonable, excessive, and gouging amounts;

4 c. Award permanent injunctive and other equitable relief as is
5 necessary to protect the interests of Plaintiff and the Class, including an order
6 prohibiting Defendants or any of their current or future subsidiaries, parents,
7 successors, predecessors, employees, contractors, agents, representatives, or
8 assigns from marking up medical costs above usual and customary amounts;

9 d. Award damages and punitive damages to Plaintiff and the Class in
10 an amount to be determined at trial;

11 e. Award restitution for certain damages to Plaintiff and the Class,
12 including but not limited to payment of any other costs, including attorney's fees,
13 incurred in clearing credit history or credit rating, and also including any costs,
14 including attorney's fees, in connection with any civil or administrative proceeding
15 to satisfy any debt, lien, or other obligation arising as a result of Defendants'
16 wrongful and unlawful actions;

17 f. Award Plaintiff and the Class costs as well as their reasonable
18 litigation expenses and attorney's fees;

19 g. Award Plaintiff and the Class pre- and post-judgment interest to the
20 maximum extent allowable by law; and

21 h. Award Plaintiff and the Class such other and further legal or
22 equitable relief as equity and justice may require.

23 Dated this 1st day of April 2020.

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